104 Tenn. 351, 58 S. W. 126. Of course in such a case, if a complete recovery is sought and allowed, it is a bar to further action. See *Lanigan v. Neely, supra.* But the plaintiff need not bring in the seduction if she preferred to keep it for a separate suit. The rule that a party cannot split up his cause of action refers only to claims which constitute a part of one inseparable cause of action. *Brunsden v. Humphrey* (1884) L. R. 14 Q. B. D. 141. *Cf. Goodrich v. Yale* (1867) 97 Mass. 15. Here the plaintiff apparently sued for the seduction first and, if so, it seems clear that she could not properly be allowed to recover in such action full damages for the subsequent breach of promise, and a second action should therefore be allowed. The complaints in both actions were loosely drawn, however, and possibly the opinion should be interpreted as proceeding on the assumption that the first suit was actually tried as one for breach of promise with the seduction to aggravate the damages. If this assumption was warranted by the facts, the decision would of course be correct.

S. J. T.

LIMITATION OF ACTIONS—TOLLING OF STATUTE—TENDER OF PART PAYMENT.—A debtor tendered $50 on a $5,000 debt with a statement that he would pay more when he got the money. The tender was rejected as too small to be worth taking. *Held,* that such tender was sufficient acknowledgment of the debt to lift the bar of the statute. *In re Maniatakis' Estate* (1917, Pa.) 101 Atl. 920.

It is good public policy to put an end to litigation. But it is also good policy that debtors be compelled to pay their debts. Hence it is held that under certain circumstances the bar of the statute of limitations should be lifted and the creditor allowed to recover. Part payment accompanied by circumstances warranting the inference that the debtor intends to pay the balance takes the debt out of the statute. *Wenz v. Wenz* (1916) 222 Mass. 314, 110 N. E. 969; *Canal Bank & Trust Co. v. Bank of Ascension* (1916) 140 La. 465, 73 So. 269. The same effect is given to an unconditional promise to pay, whether the promise is expressed or implied. *Herrington v. Davis* (1914) 145 N. Y. Supp. 452; *Shaw v. Oliver* (1914) 112 Me. 512, 92 Atl. 652. And promises to pay have been implied from very ambiguous language. *Burden v. McElhenny* (1819, S. C.) 2 Nott & M. 60, 10 Am. Dec. 570; *cf. Hornblower v. George Washington University* (1908, D. C.) 31 App. Cas. 64. When words are enough to warrant inference of a promise, there seems to be no good reason why acts should not be. *Senniger v. Rowley* (1908) 138 Iowa, 617, 116 N. W. 695. The extension of the doctrine to a case of an unaccepted part tender seems wholly sound and wise, provided the circumstances are such as to warrant the implication of a promise to pay the rest. If the circumstances do not warrant such implication, the bar should be lifted only to the extent of the tender. The difficulty with the principal decision is that the inference to be drawn from the tender with reference to further payment would seem to be controlled by the accompanying words of promise, which the court held too indefinite in themselves to remove the bar of the statute. It is difficult to see how the tender made the promise any more definite.

C. I.

NUISANCE—WHETHER PROPERTY INTEREST NECESSARY TO RECOVERY—DEATH BY WRONGFUL ACT.—Under a statute providing that "a father may maintain an action for the injury or death of a child," the plaintiff sought to recover for the death of his minor son, caused by a nuisance maintained by the defendant near the premises occupied by the plaintiff's family, but owned by the plaintiff's wife. *Held,* that the plaintiff could recover, regardless of his lack of interest in the real estate, the elements of damage being the value of the child's services during